SUBMIT: COMPLETED APPLICATION, TAX STATEMENT AND FEE TO: **Bayfield County** Planning and Zoning Depart. PO Box 58 Washburn, WI 54891 (715) 373-6138

APPLICATION FOR PERMIT BAYFIELD COUNTY, WISCONSIN

Date Stamp (Received)

JAN 31 2022

Bayfield Co.

Permit #: Date: Amount Paid: Other:

INSTRUCTIONS: N Checks are made p DO NOT START CO	payable to: E	Bayfield (County Zoning	Departmen	nt.	Planning ar	THE PARTY NAMED IN	2000	pplication N	MUST be s		ed FIL	LOUT IN IN	ık (<mark>NO</mark>	PENCIL)
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Contractor: Dykstm	Const				715-	682 - 95			mber:					Plumber	Phone:
Authorized Agent: Owner(s))	(Person Sign	\ /	tra	f of		t Phone: 382 - 959	9	1	nt Mailing Ad			state/Zip):	74806		Authorization ed (for Agent)
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I (we) declare that thi (are) responsible for t result of Bayfield Cou property at any reaso Owner(s): (If there are Mu	the detail and a inty relying on nable time for	this informathe purpo	any accompanying all information I (we) amose of inspection	ng information I (we) am (are n (are) providin) has been e) providing ng in or wit	and that it will be held this application	(us) and to the e relied upon b a. I (we) conser	best of by Bayfie at to cou	my (our) knowle eld County in det inty officials chai	edge and belief termining whet rged with admi	it is true, co her to issue nistering co	orrect and cores a permit. I (bunty ordinan	we) further acce	ept liability weess to the abo	which may be a ove described
Authorized Age	nt:	-	- 04	bot		1100	1 3/3/		1000	(See Note l	pelow)	Dat	e /- 6	18-2	2

(If you are signing on behalf of the owner(s) a letter of authorization must accompany this application)

If you recently purchased the property send your Recorded Deed

Copy of Tax Statement

In the box below: Draw or Sketch your Property (regardless of what you are applying for)

Show Location of: (1)Proposed Construction Show / Indicate: North (N) on Plot Plan (2)

(5)

Show:

(3)Show Location of (*): (*) Driveway and (*) Frontage Road (Name Frontage Road) (4)Show:

All Existing Structures on your Property (*) Well (W); (*) Septic Tank (ST); (*) Drain Field (DF); (*) Holding Tank (HT) and/or (*) Privy (P)

(6) Show any (*): (*) Lake; (*) River; (*) Stream/Creek; or (*) Pond

(7) Show any (*): (*) Wetlands; or (*) Slopes over 20%

Please complete (1) - (7) above (prior to continuing)

Changes in plans must be approved by the Planning & Zoning Dept.

(®August 2021)

Fill Out in Ink - NO PENCIL

(8) Setbacks: (measured to the closest point)

Description	Setba Measure		Description	Setback Measurements	
Setback from the Centerline of Platted Road	105	Feet	Setback from the Lake (ordinary high-water mark)	192	Feet
Setback from the Established Right-of-Way	2 - 21 - 21 - 21	Feet	Setback from the River, Stream, Creek		Feet
	11 19		Setback from the Bank or Bluff		Feet
Setback from the North Lot Line	10	Feet			
Setback from the South Lot Line	28	Feet	Setback from Wetland		Feet
Setback from the West Lot Line	10	Feet	20% Slope Area on the property	☐ Yes	₩No
Setback from the East Lot Line	60	Feet	Elevation of Floodplain	-	Feet
Setback to Septic Tank or Holding Tank	60	Feet	Setback to Well		Feet
Setback to Drain Field	70	Feet	S		1 nd (3 d.)
Setback to Privy (Portable, Composting)		Feet			

other previously surveyed corner or marked by a licensed surveyor at the owner's expense

Prior to the placement or construction of a structure more than ten (10) feet but less than thirty (30) feet from the min sly surveyed corner to the other previously surveyed corner, or verifiable by the Department by use of a corrected compass from a known corner within 500 feet of the proposed site of the structure, or must be arked by a licensed surveyor at the owner's expense.

(9) Stake or Mark Proposed Location(s) of New Construction, Septic Tank (ST), Drain field (DF), Holding Tank (HT), Privy (P), and Well (W).

NOTICE(s):

All Land Use Permits Expire One (1) Year from the Date of Issuance if Construction or Use has not begun. For the Construction of New One & Two Family Dwelling: ALL Municipalities Are Required To Enforce The Uniform Dwelling Code. The local Town, Village, City, State or Federal agencies may also require permits.

If subject property is part of a Condominium Plat, applicant hereby certifies and represents that applicant has all necessary approvals and recorded documents required to complete the project for which this permit is sought including requirements set forth in Wisconsin statutes pertaining to condominium associations, the Declaration of the Condominium Association in which the property is located, and all other rules, regulations and requirements pertaining to that Condominium Association.

You are responsible for complying with state and federal laws concerning construction near or on wetlands, lakes, and streams. Wetlands that are not associated with open water can be difficult to identify. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information, visit the department of natural resources wetlands identification web page or contact a department of natural resources service center (715) 685-2900.

Issuance Information (County Use Only	Sanitary Number:	-1955	# of bedrooms:	Sanitary Date:	1-08
Permit Denied (Date):	Reason for Denial:	7107			
Permit #: 03.0367	Permit Date: 10-	5-2022			
Is Parcel in Common Ownership Yes (Fused	of Record) ANO d/Contiguous Lot(s)) No	Mitigation Required Mitigation Attached	Yes No	Affidavit Required Affidavit Attached	Yes No
Granted by Variance (B.O.A.) ☐ Yes 【No Case #:	A CONTRACTOR OF THE SECOND	Previously Granted by Yes No		se #:	
Was Parcel Legally Created Was Proposed Building Site Delineated Ye					□ No
Inspection Record: The attached em CSM property where One owner h In this application, the gare	all's regarding easer and two com lots on the or are is not account me	wents are from and wanted to exp of toward the ex	a different pand a govage. a sement by	Zoning District Lakes Classification	
Date of Inspection:	Inspected by:			Date of Re-Inspe	ction:
Condition(s): Town, Committee or Board Condition - Build as proposed - In - Get required UDG - Install and waint Signature of Inspector:	f pressurised w	for Habita	structure y		sed (514
Hold For Sanitary: Hold For TBA	ceur				1/8/2
			Hold For Fees:		

Bayfield County, WI





Bayfield County Land Records Department https://maps.bayfieldcounty.wi.gov/BayfieldWAB/

Bayfield County Impervious Surface Calculations

These calculations are **REQUIRED** per WI Admin Code NR 115.05(1)(e) and Section 13-1-32(g) and 13-1-40(h) of the Bayfield County Code of Ordinances. The undersigned hereby makes application for construction, reconstruction, expansion, replacement or relocation of any impervious surface within 300 feet of the ordinary high water mark and agrees that all activities shall be in accordance with the requirements of the Bayfield County Code of Ordinances and all other applicable ordinances and the laws of the State of Wisconsin.

Pursuant to Chapter 1, Title 13, Section 13-1-106(d) of the Bayfield County Zoning Ordinance(s), Planning and Zoning Department employees assigned to inspect properties shall have access to said properties to make inspections.

Property Owner(s):						
CTD LLC						
Mailing Address: Ashland WI 54806						
28190 State Hwy 137	9838 Tee Pee Trail Iron River WI 54847					
Legal Description:	Section, Township, Range					
1/4,1/4,	Sec 33 Township 47 N, Range 8 W					
Authorized Agent/Contractor	Gov't Lot Lot # CSM# Vol & Page					
Tim Dykstra	3 1563 V.9 P.208					
Lot(s) # Block(s) # Subdivision	5 25 + 26 Town of:					
Ledins	Sub in Gout Lots 445 Iron River					
Parcel ID # (PIN #)	Tax ID# Date:					
04-024-2-47-08-33-1-00-207-39300	34995					

Impervious Surface: An area that releases as runoff all or a majority of the precipitation that falls on it. "Impervious surface" excludes frozen soil but includes rooftops, sidewalks, driveways, parking lots and streets unless specifically designed, constructed and maintained to be pervious.

Calculation of Impervious Surface: Percentage of impervious surface shall be calculated by dividing the surface area of existing and proposed impervious surfaces on the portion of a lot or parcel that is within 300 feet of the ordinary high water mark by the total surface area of the lot or parcel, multiplied by 100.

Impervious Surface Standard: Allow up to 15% impervious surface but not more than 30% impervious surface on the portion of a lot or parcel that is within 300 feet of the ordinary high water mark. A permit can be issued for development that exceeds 15% impervious surface but not more than 30% impervious surfaces with a mitigation plan that meets the requirements of the Bayfield County Ordinance(s).

Existing Impervious Surfaces: For existing impervious surfaces that were lawfully placed when constructed but that do not comply with the standards in Section(s) 13-1-32(g) and Section 13-1-40(h), the property owner may do any of the following:

- a. Maintenance and repair of all impervious surfaces:
- b. Replacement of existing impervious surfaces with similar surfaces within the existing building footprint;
- c. Relocation or modification of existing impervious surfaces with similar or different impervious surfaces, provided that the relocation or modification does not result in an increase in the percentage that existed on the effective date of the county shoreland ordinance, and meets the applicable setback requirements in Section 13-1-32.

	Impervious	Surface	Item
J	IIIIpci vious	Juliace	ILCIII

Dimension

Area (Square Footage)

2×36 1768
Deck 480
8×32 894

a.	Total square footage of lot:	43560	
		,	

- b. Total impervious surface area: 8768
- c. Percentage of impervious surface area: 100 x (b)/a = 207

If the proposed impervious surface area is greater than 15% mitigation is required.

Total square footage of additional impervious surface allowed:

@ 15%	@ 30% _	4300 90	, ft
		-	1

Issuance Information (County Use Only)	Date of Inspection:
Inspection Record: Property under 2ft of snow. Calculation was done using aerial imagery.	Zoning District (
House + Garage to be gutteret into a Raingarden	Stormwater Management Plan Required: Ves No
Signature of Inspector Hode	Date of Approval: 3/18/2



Franki Gross

From:

Travis Tulowitzky

Sent:

Monday, February 28, 2022 4:14 PM

To:

Tim Dykstra

Cc:

Franki Gross

Subject:

RE: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

Attachments:

Vernon Mitagation plan.pdf

Tim & Franki,

Attached is the plan from Tim Dykstra and the Impervious Surface Calculation from Todd Norwood. Based on this information and the information provided below, the raingarden should be sized based on being >30' from the downspout:

896 sqft proposed garage roof + 1768 sqft existing house roof + 600 sqft lawn area upslope = 3264 sqft x .03= $\frac{98}{5q.ft}$. raingarden

This should reduce the impervious surface from 20% to 14%.

Franki- Including this e-mail along with the attached drawing, I would accept as the stormwater management plan.

Thanks,

Travis

Travis Tulowitzky
Conservation Technician
Bayfield County Land & Water Conservation
(715) 373-6167
travis.tulowitzky@bayfieldcounty.wi.gov

Todd Norwood

From:

Todd Norwood

Sent:

Friday, February 11, 2022 12:49 PM

To:

Tim Dykstra

Subject:

RE: Signed Document

I did an impervious surface calculation this morning. We'll need a \$100 fee. I'm coming up with around 20% impervious surface based on aerial imagery. Everything is covered in snow and a little difficult to do on-site. My guess is I probably underestimated the amount. Once a parcel is over 15% impervious surface we have to require mitigation. There's a number of options that we could discuss. However, one option could be that they put gutters on the house and garage and direct the runoff to a rain garden or infiltration basin. That would put them at about 14% impervious and no other mitigation requirements would be needed. Whatever they come up with, it'll need to be in a plan and may need to be approved by Land & Water Conservation Department.

We can discuss on the phone if you'd like. Sounds like you're probably sitting on a beach and that might ruin your relaxation!

From: Tim Dykstra <tdykstra@dykstraconstructioninc.com>

Sent: Friday, February 11, 2022 12:37 PM

To: Todd Norwood <todd.norwood@bayfieldcounty.wi.gov>

Subject: Re: Signed Document

I can get you the impervious calc form on Monday Thanks

Get Outlook for iOS

From: Todd Norwood <todd.norwood@bayfieldcounty.wi.gov>

Sent: Friday, February 11, 2022 2:36:13 PM

To: Tim Dykstra <tdykstra@dykstraconstructioninc.com>

Subject: RE: Signed Document

Got it. Thanks.

From: Tim Dykstra <tdykstra@dykstraconstructioninc.com>

Sent: Friday, February 11, 2022 12:32 PM

To: Todd Norwood <todd.norwood@bayfieldcounty.wi.gov>

Subject: Fwd: Signed Document

Letter of authorization for Vernon

Get Outlook for iOS

From: Brad Gustafson < bgustafson@northernclearing.com >

Sent: Tuesday, February 1, 2022 4:21:16 PM

To: Tim Dykstra < tdykstra@dykstraconstructioninc.com >

Subject: Signed Document

Tim,

Todd Norwood

From:

pmckuen@pineridgesurveying.com

Sent:

Wednesday, May 29, 2019 4:51 PM

To:

Todd Norwood; Linda Coleman; Robert Schierman

Subject:

RE: FW: Easement

Yes, move forward. In the event of a sale with no recorded easement and easement would most certainly be granted by a judge!

Patrick A. McKuen, PLS Professional Land Surveyor



Pine Ridge Land S

Professional Land Surv



A Certified Wisconsin DBE

Company

29390 Woodland Rd. Ashland,WI 54806 Office: (715) 682-2969

Cell: (715) 292-5601

www.pineridgesurveying.com

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----- Original Message -------Subject: RE: FW: Easement

Date: Wed, May 29, 2019 4:46 pm

To: "pmckuen@pineridgesurveying.com" <pmckuen@pineridgesurveying.com>,

Linda Coleman < linda@washburnlawyers.com > , Robert Schierman

<RSchierman@bayfieldcounty.org>

Yes, I'm still fairly confused what the proper path forward should be. I suggested to Rick Sherrard he should have easement language developed and recorded on the deed to be located on the north end of Lot 1. That suggestion was based on a phone conversation I had with Linda that pre-dated her email from May 17th below.

Based on Linda's email, is the proper way forward to not worry about an easement now (because apparently we can't) and assume if he sells Lot 2 an easement is developed at that time? Additionally, if for some reason Lot 2 is sold

without legal access the new owner of Lot 2 would need to litigate for an easement of necessity?

Thanks, Todd

From: pmckuen@pineridgesurveying.com < pmckuen@pineridgesurveying.com >

Sent: Wednesday, May 29, 2019 4:21 PM

To: Linda Coleman < linda@washburnlawyers.com >; Robert Schierman

< RSchierman@bayfieldcounty.org >

Cc: Todd Norwood < tnorwood@bayfieldcounty.org>

Subject: RE: FW: Easement

Todd,

I just got another call from Rick Sherrard regarding his permit/easement. He tried to hire me to draft a new legal for him on the north end of his property. He said this is what you asked him to do. I cannot draft an easement over and across a piece of property benefiting another property that is all owned by the same person!

Easement: An interest in land created by grant or agreement that confers a right upon owners to some profit, benefit, dominion, or lawful use of or over the estate of **another**; it is distinct from ownership of soil.....

I can draft an easement until I'm blue in the face and record it, however, it's automatically terminated since he is the owner of both parcels. He cannot grant himself use to his land, that is already implied.

I believe you're getting hung up on wondering what is going to happen if this guy sells one of the lots. THAT is when an easement would get created!

Sincerely,

Patrick A. McKuen, PLS Professional Land Surveyor



Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services

Value & Quality in a Timely Manner...

DBE Company



A Certified Wisconsin

29390 Woodland Rd. Ashland,WI 54806 Office: (715) 682-2969 Cell: (715) 292-5601

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----- Original Message -----

Subject: RE: FW: Easement

From: Linda Coleman < linda@washburnlawyers.com >

Date: Fri, May 17, 2019 9:48 am

To: Robert Schierman < RSchierman@bayfieldcounty.org > Cc: Todd Norwood < tnorwood@bayfieldcounty.org > , "

<pmckuen@pineridgesurveying.com>" <pmckuen@pineridgesurveying.com>

Gentlemen,

Pat is right, presuming the two parcels are held by the same title owner. It is a common law doctrine – not statutory, and it is the doctrine of merger. I haven't run into it before. I am cc'ing Pat on this email so thanks, Pat, for pointing this out.

So, coming full circle back to our original problem, there is no more easement where it was previously located because the dominant and servient estate has merged. So no problem with expanding the garage. However, this causes an issue because now we have a second lot that has no access, which I understand was a condition of allowing one lot to be divided into two in the first place.

Lot 2 currently exists without legal access. I suppose that's not a problem if the owner of Lot 1 knows that he cannot sell Lot 2 without creating a new easement somewhere on Lot 1. I do want to point out that any purchaser would very likely be entitled to an easement of necessity, which exists where a common owner servers a landlocked portion of his or her property by deeding it to another owner. However, to get that easement, the new buyer would have to litigate.

From: pmckuen@pineridgesurveying.com

<pmckuen@pineridgesurveying.com>
Sent: Friday, May 17, 2019 8:32 AM

To: Robert Schierman < RSchierman@bayfieldcounty.org >; Pat McKuen

< CountySurveyor@bayfieldcounty.org >

Cc: Todd Norwood < tnorwood@bayfieldcounty.org>

Subject: RE: FW: Easement

Termination by Law

The land that benefits from the easement is the dominant estate. The land subject to the easement is the servient estate. When the owner of the servient estate purchases the dominant estate, the easement automatically terminates by operation of law. Thus an owner of land can eliminate an access road across his property by purchasing any adjoining tract that uses the road by reason of an easement.

I do not agree with Linda's statement. In fact, I have constantly been taught the contrary. If you research the subject I believe you will find the same as above...

You CANNOT have an easement to yourself!

Patrick A. McKuen, PLS **Professional Land Surveyor**



Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services

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Wisconsin DBE Company

29390 Woodland Rd.

Ashland, WI 54806 Office: (715) 682-2969 Cell: (715) 292-5601

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----- Original Message -----

Subject: FW: Easement

From: Robert Schierman < RSchierman@bayfieldcounty.org >

Date: Fri, May 17, 2019 8:16 am

To: Pat McKuen < CountySurveyor@bayfieldcounty.org >,

"'pmckuen@pineridgesurveying.com'" <pmckuen@pineridgesurveying.com>

FYI

Robert Schierman, Director Bayfield County Planning and Zoning 2018 Wisconsin County Code Administrators (WCCA) President Office (715) 373-6138

Cell (715) 209-7982

Fax (715) 373-0114

From: Linda Coleman < linda@washburnlawyers.com >

Sent: Wednesday, May 15, 2019 12:48 PM

To: Robert Schierman < RSchierman@bayfieldcounty.org > ; Todd

Norwood < tnorwood@bayfieldcounty.orq >

Subject: RE: Easement

A valid easement does not terminate if the lots served by it come under common ownership. This is precisely for the reason identified in the original question – one lot may be sold later, and an easement may still be needed.

That said, an easement can be extinguished voluntarily by a landowner if he owns all lots serviced by that easement. No one can unilaterally extinguish an easement unless they own all properties that are benefitted by the easement. In this case, it sounds like one owner holds title to all benefitted parcels. He can record a document with register of deeds extinguishing the easement. Thus, any future buyer (should he try to sell the second lot) will have notice that there is no longer an easement. A new easement may be created at that time, if that's what the property owners decide.

Linda Coleman

Sent from Mail for Windows 10

From: Robert Schierman < RSchierman@bayfieldcounty.orq >

Sent: Wednesday, May 15, 2019 12:44:00 PM

To: Linda Coleman

Subject: FW: Easement

Please advise on Todd's question below regarding an easement road on a CSM where the applicant in question owns two lots so the easement benefits nobody.

Robert Schierman, Director
Bayfield County Planning and Zoning

2018 Wisconsin County Code Administrators (WCCA) President

Office (715) 373-6138 Cell (715) 209-7982 Fax (715) 373-0114

From: Pat McKuen

Sent: Wednesday, May 15, 2019 12:35 PM

To: Todd Norwood <tnorwood@bayfieldcounty.org>

Cc: Robert Schierman < RSchierman@bayfieldcounty.orq >

Subject: Re: Easement

Hi Todd,

I have a feeling that this will not be a one time situation. I believe that this is a legal matter and not a survey matter and therefore should be handled by our corporate counsel. They are obviously the experts at the law and although I can show you this or that it doesn't mean I have the knowledge and/or authority to make a final decision as to the legality of when and how an easement becomes extinguished. I believe that after our counsel reviews and makes the determination we can use that decision from now on.

Thanks,

Patrick A. McKuen, PLS Bayfield County Surveyor

From: Todd Norwood

Sent: Thursday, May 9, 2019 11:44:00 AM

To: Pat McKuen

Cc: Robert Schierman **Subject:** Easement

Hello Pat,

I wanted to follow-up with you on whether an access easement disappears when the same landowner owns both lots identified on a CSM. In reference to the lots we discussed last week, I looked at multiple deeds and they don't appear to mention an easement. I think you were going to try and find the statute that mentions the easement is void in this situation.

If the easement isn't conveyed by the deed and is also void on the CSM since both lots are under the same ownership, I'm not sure how we approach permitting the addition to the structure. The question remains, what happens if he sells Lot 2 a few months from now, either suggesting the easement identified on the CSM is valid (and then we have an illegal structure) or he suggests the easement is valid for the sale but following the sale tells the new owner they have no access. Or, maybe he wants to legitimately sell Lot 2 but realizes he has no access to the parcel because the expanded garage is now preventing what may be the only reasonable area for an easement. Does he need to tear down the garage?

I realize some of these questions probably aren't your area of concern and it may be up to Rob and I to determine what to do. But, I'm throwing them out there anyways.

Thanks,

Todd Norwood
Assistant Zoning Administrator
Bayfield County Planning and Zoning Department
715-373-6138 ext. 336
tnorwood@bayfieldcounty.org

24 2009 12:00PM HP LASERJET FAX

715-682-9405

MEMBERS' AGREEMENT

THIS AGREEMENT (this "Agreement") between the undersigned members (collectively, the "Members," and individually, a "Member") of C.T.D., LLC, a Wisconsin Limited liability company (the "Company"), for the purposes set forth below, and Craig D. Vernon (the "Organizer") solely for the purpose of making the acknowledgment at the end of this Agreement, is effective as of June 20, 2006.

RECITALS

The Members have formed the Company by having the Organizer file with the Wisconsin Department of Financial Institutions Articles of Organization, a copy of which is attached to this Agreement and incorporated by this reference, as provided in the Wisconsin Limited Liability Company Law (the "WLLCL"); and

The Members affirm their respective memberships in the Company, acknowledge the contributions and the values of the contributions made by each of them, and assent to the operation of the Company under the WLLCL.

MOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Members agree as follows:

Section 1. Member Contribution. Each Member has contributed the property described on the Property Schedule attached to this Agreement, which contributions the Members have unanimously valued as set forth on the Property Schedule attached to this Agreement as required by section 183.0501 of the WLLCL. The Members have not agreed to make any additional contributions to the Company.

Section 2. Company Dissolution. The Company is dissolved and its business wound up as provided in the WLLCL. The Company is to be

section 3. Member Management. The provisions of the WLICL relating to a limited liability company the management of which has been vested in its members shall apply with full force and effect without amendment to the Company's operations and management, except as otherwise specifically provided in this Agreement.

Section 4. No Withdrawal; No Distribution in Redemption on Dissociation. No Member may voluntarily withdraw or resign from the Company, and the dissociation of a Member from the Company, within the meaning of section 183.0802 of the WLLCL, to the extent it does not cause a dissolution of the Company pursuant to section 183.0901 of the WLLCL, will not entitle the dissociating member to receive a distribution in complete redemption of the fair value of the Member's interest in the Company.

715-682-8405

Dated: 6-14-06

Bieneture Craia

I. Vermon

Addraga

1805 West Main Street, Ashland, WI 54806 1805 West Main Street, Ashland, WI 54806

1805 West Main Street, Ashland, WI 54806

ACKNOWLADGMENT

and correct copy of the Articles of Organization filed by me with the Wisconsin Department of Financial Institutions to organize the Company.

Crayg D. vernon, Organizar

Received Time Aug. 24. 12:20PM

FLOWS AND LOADS AFFIDAVIT

Legal Description: DANIEL J. HEFFNER 1/4,1/4, Section 33 , Township 47 N, Range 08 w BAYFIELD COUNTY, WREGISTER OF DEEDS 03/17/2022 10:16A Addt'l Legal	-					
1/4,1/4, Section, TownshipN, RangeW REGISTER OF DEEDS 03/17/2022 10:16A						
Addt'l Legal 03/17/2022 10:16A						
TE EXEMPT #·						
Gov't Lot RECORDING FEE: 30.	nn					
LotBlockSubdivision or CSM #1563 IN V.9 P.208 PAGES: 1	00					
CSM Doc # (required) 1563						
Tax ID # 34995 20078 - 516 506 Township IRON RIVER						
Property Owner CTD LIC						
Mailing Address 9838 Tee Pee TRAIL Recording	Area					
City, State, Zip Tron River, WI 54847 Return To: Planning and Zoning Dept						
sewage system at this time, the owner(s) of the above described property agree to the following stipulations: 1. Occupancy exceeding this number may constitute a violation of State and County private sewage system regulations. The Governmental Unit may issue orders to correct and/or may commence legal action if at any time it is determined that occupancy exceeds the maximum listed number						
contrary to this agreement.						
It is understood when the existing POWTS fails it shall be replaced with a properly sized and code compliant private sewage system. This information is on file in the office of the County Planning & Zoning Department.						
3. This Agreement is binding upon the Owner and his/her heirs, successors, and assignees. The Owner shall have this Agreement filed and recorded with the County Register of Deeds in a manner which will permit the existence of the Agreement to be determined by reference to the Property containing the sewage system.						
 This Agreement will remain in effect until the Governmental Unit, responsible for the issuance of sanitary permits for POWTS, certifies that this restriction is no longer required. 	•					
> <u>450</u> gallons per day or <u>6</u> persons (maximum occupancy for structure)	1462.20 Section 1					
> gallons per day or persons (child occupancy for day care in structure)	VISA P					
Owner(s) Name(s) - Please Print Subscribed and sworn to before me on his date:						
CTD LLC 3/19/2014	8110					
Notarized Owner(s) - Signature(s) Notary Public Notary Public						
My Commission Expires: 11-11-2052						
The Many Many						

* 2 0 2 2 R - 5 9 3 8 4 7 1 *

EXHIBIT A PAGE 1 OF 2

RECEIVED

APR 18 2022

Sec. 183.0202 Wis. Stats.

Bayfield Co. Planning and Zoning Agency



State of Wisconsin Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin limited liability company under Ch. 183 of the Wisconsin statutes:

Article 1.

Name of the limited liability company:

C.T.D., LLC

Article 2.

The limited liability company is organized under Ch. 183 of the Wisconsin

Statutes.

Article 3.

Name of the initial registered agent.

Craig D. Vernon

Article 4.

Street address of the initial registered office.

1805 West Main Street Ashland, WI 54806 United States of America

Article 5.

Management of the limited liability company shall be vested in:

Members

Article 6.

Name and complete address of each organizer:

Craig D. Vernon

1805 West Main Street

Ashland, WI 54806 United States of America

Other Information This document was drafted by:

Attorney Matthew F. Anich

Signature:

Craig D. Vernon

Contact Information:

EXHIBIT A PAGE 2 OF 2

Matthew F. Anich
220 Sixth Avenue West
P.O. Box 677
Ashland, WI 54806
United States of America
dahlaw@ncis.net
715-682-9114

Date & Time of Receipt: 6/12/2006 8:30:13 AM

Credit Card Transaction Number: 2006612885749

RECEIVED

APR 18 2022

Bayfield Co.
Planning and Zoning Agency

ARTICLES OF ORGANIZATION - Limited Liability Company (Ch. 183)								
		Filing Fee: \$130.00 Total Fee: \$130.00						

ENDORSEMENT

State of Wisconsin Department of Financial Institutions

EFFECTIVE DATE

6/12/2006	
FILED	Entity ID Number
6/14/2006	· C066069

APR 18 2027

MEMBERS' AGREEMENT

Bayfield Co.
Planning and Zoning Agency

THIS AGREEMENT (this "Agreement") between the undersigned members (collectively, the "Members," and individually, a "Member") of C.T.D., LLC, a Wisconsin limited liability company (the "Company"), for the purposes set forth below, and Craig D. Vernon (the "Organizer") solely for the purpose of making the acknowledgment at the end of this Agreement, is effective as of June 20, 2006.

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RECEIVED

APR 18 2022

Dated: 6-14-06

Bayfield Co.
Planning and Zoning Agency

Signature

Craig/D/Vernon

Richard M. Vernon

Todd G Vernon

<u>Address</u>

1805 West Main Street, Ashland, WI 54806

1805 West Main Street, Ashland, WI 54806

1805 West Main Street, Ashland, WI 54806

ACKNOWLEDGMENT

THE UNDERSIGNED acknowledges that Exhibit A contains a true and correct copy of the Articles of Organization filed by me with the Wisconsin Department of Financial Institutions to organize the Company.

Craig D. Vernon, Organizer

RECEIVED

APR 18 2022

Bayfield Co.
Planning and Zoning Agency

Property Schedule

<u>Member</u>	Property Contributed	Market Value
Craig D. Vernon	\$1,000.00 cash	\$1,000.00
Richard M. Vernon	\$1,000.00 cash	\$1,000.00
Todd G. Vernon	\$1,000.00 cash	\$1,000.00

Each of the three initial Members shall be issued a certificate for 1,000 membership units in C.T.D., LLC in exchange for his initial \$1,000.00 contribution.

Mckenzie Slack

From:

Tim Dykstra <tdykstra@dykstraconstructioninc.com>

Sent:

Monday, September 26, 2022 10:28 AM

To:

Mckenzie Slack

Subject:

FW: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

Attachments:

Vernon Mitagation plan.pdf

From: Travis Tulowitzky <travis.tulowitzky@bayfieldcounty.wi.gov>

Sent: Monday, February 28, 2022 4:14 PM

To: Tim Dykstra <tdykstra@dykstraconstructioninc.com> **Cc:** Franki Gross <franki.gross@bayfieldcounty.wi.gov>

Subject: RE: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

Tim & Franki,

Attached is the plan from Tim Dykstra and the Impervious Surface Calculation from Todd Norwood. Based on this information and the information provided below, the raingarden should be sized based on being >30' from the downspout:

896 sqft proposed garage roof + 1768 sqft existing house roof + 600 sqft lawn area upslope = 3264 sqft x .03= $\frac{98}{5q.ft}$. raingarden

This should reduce the impervious surface from 20% to 14%.

Franki- Including this e-mail along with the attached drawing, I would accept as the stormwater management plan.

Thanks,

Travis

Travis Tulowitzky
Conservation Technician
Bayfield County Land & Water Conservation
(715) 373-6167
travis.tulowitzky@bayfieldcounty.wi.gov

Impervious Surface Item	Dimension	Area (Square Footage)
Existing House	~52 × 34	1768
Existing Accessory Building/Garage		
Existing Sidewalk(s), Patio(s) & Deck(s)		
Existing Covered Porch(es), Driveway & Other Structures	10 HS Deck	56.24 480
Proposed Addition/House		
Proposed Accessory Building/Garage	bross w/ 2' orchang 28x 32	894
Proposed Sidewalk(s) & Patio(s)		
Proposed Covered Porch(es) & Deck(s)		
Proposed Driveway		
Proposed Other Structures		
Total:		
a. Total square footage of lot:	43560	
b. Total impervious surface an	ea: 8768	
c. Percentage of impervious s	urface area: 100 x (b)/a =	207,
If the proposed impervious	surface area is greater than 15% mitiga	ition is required.
Total square footage of additional in	mpervious surface allowed: @ 15	% @ 30% <u>4300</u> g fi
ssuance Information (County Use Only)		Date of Inspection
inspection Record. Property under 24	t of smow, calculation was	Zoning Shartet (R1) Lakes Classification (1)
Condition(s):	Na Maria de Cara de Car	Stermwater Management Plan Required:
		☐ Yes ☐ No
ilgnature of Iropector:		Date of Approval:

From: Tim Dykstra < tdykstra@dykstraconstructioninc.com >

Sent: Monday, February 28, 2022 3:16 PM

To: Travis Tulowitzky < travis.tulowitzky@bayfieldcounty.wi.gov>

Subject: RE: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

It will be greater than 30 away. Your example will be exactly right.

672 sqft garage + 1274 sqft house + 600 sqft lawn area upslope= 2546 sqft x .03= 76.38 Sqft garden space.

From: Travis Tulowitzky < travis.tulowitzky@bayfieldcounty.wi.gov

Sent: Monday, February 28, 2022 2:52 PM

To: Tim Dykstra <tdykstra@dykstraconstructioninc.com>

Subject: RE: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

Hey Tim,

Let me know which it is >30' or <30' from downspout to raingarden. And then, please update your equation. Thanks!

From: Tim Dykstra <tdykstra@dykstraconstructioninc.com>

Sent: Monday, February 28, 2022 2:33 PM

To: Travis Tulowitzky < travis.tulowitzky@bayfieldcounty.wi.gov

Subject: RE: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

Gotcha Makes sense

From: Travis Tulowitzky < travis.tulowitzky@bayfieldcounty.wi.gov

Sent: Monday, February 28, 2022 2:29 PM

To: Tim Dykstra < tdykstra@dykstraconstructioninc.com Cc: Franki Gross franki.gross@bayfieldcounty.wi.gov

Subject: RE: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

Okay, it looks like your using a 0.03 infiltration rate(Sandy soils), which means the raingarden will be >30' away from the downspout. If so, then the sq.ft. of the lawn area upslope of the raingarden would need to be included. For Example, 672 sqft garage + 1274 sqft house + $\frac{600 \text{ sqft lawn area upslope}}{600 \text{ sqft lawn area upslope}} = 2546 \text{ sqft x .} 03 = <math>\frac{76.38}{600 \text{ sqft garden space}} = \frac{76.38}{600 \text{ sqft lawn area upslope}} = \frac{76.38}{600 \text{ sqft garden space}} = \frac{76.38}{600 \text{ sqft lawn area upslope}} = \frac{76.3$

If the downspout is <30' to the raingarden then use 0.17, 0.13 or 0.11 depending on the garden depth.

Does this make sense?

Travis

Travis Tulowitzky
Conservation Technician
Bayfield County Land & Water Conservation
(715) 373-6167
travis.tulowitzky@bayfieldcounty.wi.gov

From: Tim Dykstra < tdykstra@dykstraconstructioninc.com >

Sent: Monday, February 28, 2022 1:34 PM

To: Travis Tulowitzky <travis.tulowitzky@bayfieldcounty.wi.gov>

Cc: Franki Gross <franki.gross@bayfieldcounty.wi.gov>

Subject: RE: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

Working with Todd before he left he did the calcs. He was coming up with 20% total impervious. With 14% once house and garage are treated by rain garden.

672 sqft garage + 1274 sqft house= 1995 sqft x .03= 59.85 Sqft garden space

From: Travis Tulowitzky <travis.tulowitzky@bayfieldcounty.wi.gov>

Sent: Monday, February 28, 2022 1:17 PM

To: Tim Dykstra < tdykstra@dykstraconstructioninc.com > Cc: Franki Gross < franki.gross@bayfieldcounty.wi.gov >

Subject: RE: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

Hi Tim,

Please see the raingarden manual for sizing (Page 6-11): RainGardenManualPrint.pdf (wi.gov)

A few questions/comments:

- Are you over 15% impervious surface and are required to have a stormwater plan?
- If so, can you tell me what the total impervious surface is on the lot, including the proposed garage, and what percentage impervious surface/sq.ft. is treated by the raingarden?
- Another words, please include the raingarden(s) size and how much square footage/percentage of impervious surface is treated by the raingarden.

Thanks,

Travis

Travis Tulowitzky
Conservation Technician
Bayfield County Land & Water Conservation
(715) 373-6167
travis.tulowitzky@bayfieldcounty.wi.gov

From: Franki Gross <franki.gross@bayfieldcounty.wi.gov>

Sent: Monday, February 28, 2022 12:12 PM

To: Tim Dykstra <tdykstra@dykstraconstructioninc.com>

Cc: Travis Tulowitzky <travis.tulowitzky@bayfieldcounty.wi.gov>

Subject: RE: Vernon Project (9838 TeePee Trail, Iron River Tax ID#34995)

Hi Tim,

I just let Deb know that you sent me the plot plan showing the gutters & rain garden and she said you need to contact & submit it to Travis Tulowitzky in the Land & Water Conservation Dept.(I took it upon myself to CC: him in the email) © I attached the map you sent me and will await for the approval from Travis.

NOTE:

Bayfield County Planning & Zoning is going through a transition at this time. We have only (1) inspector. Permit review and issuance will take much longer than normal. We ask that you please be patient with us during this transitional period.

Respectfully,

Franki Gross, Clerk II
Bayfield County Planning and Zoning Dept
117 E 5th Street
P.O. Box 58
Washburn, WI 54891
(715) 373-3510
(715) 979-5228 (Fax)
franki.gross@bayfieldcounty.wi.gov

From: Tim Dykstra <tdykstra@dykstraconstructioninc.com>

Sent: Monday, February 28, 2022 11:51 AM

To: Franki Gross <franki.gross@bayfieldcounty.wi.gov>

Subject: Vernon Project

Here you go,

Please let me know if you need anything else.

Thank You

Tim Dykstra

715-209-5748 Cell

tdykstra@dykstraconstr

tdykstra@dykstraconstructioninc.com



50181 St. Hwy. 13 Ashland, WI. 54806

715-682-9599

Tim Dykstra - Executive Supervisor

NEW CONSTRUCTION - REMODELING - EXCAVATING - CONCRETE

Website: dykstraconstructioninc.com
Email: info@dykstraconstructioninc.com

attachments may contain confidential or privileged information and is proprietary to Dykstra Construction, Inc.. You are hereby notified that any use, dissemination, distribution or copying of this e-mail and any attachments, or any information contained in them, by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you are not the intended recipient or otherwise receive this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete the original and any electronic copies, and destroy any printouts of this e-mail and any attachments.

Bayfield County, WI

DYKSTRA CONSTRUCTION, INC

50181 State Hwy 13 ASHLAND, WI 54806 715-682-9599 715-682-8410Fax info@dykstraconstructininc.com

January 31, 2022

I, Todd Vernon, give Tim Dykstra, Dykstra Construction, Inc., the authority to sign any documents for permits on our behalf..

Todd Vernon Date

Real Estate Bayfield County Property Listing

Today's Date: 1/28/2022

Property Status: Current

Created On: 3/19/2008 9:46:09 AM

Description	Updated: 3/26/2018
Tax ID:	34995
PIN:	04-024-2-47-08-33-1 00-207-39300
Legacy PIN:	
Map ID:	
Municipality:	(024) TOWN OF IRON RIVER
STR:	S33 T47N R08W
Description:	LOT 3 CSM #1563 IN V.9 P.208 (LOCATED IN LOTS 25 & 26 LEDINS SUB IN GOVT LOTS 4 & 5) IN V.1002 P.712
Recorded Acres:	1.000
Calculated Acres:	1.000
Lottery Claims:	0
First Dollar:	Yes
Zoning:	(R-1) Residential-1
ESN:	118

Tax Districts	Updated: 3/19/2008	
1	STATE	
04	COUNTY	
024	TOWN OF IRON RIVER	
163297	SCHL-MAPLE	
001700	TECHNICAL COLLEGE	

Recorded Documents	Updated: 6/2/2009
☑ WARRANTY DEED	
Date Recorded: 9/12/2008	2008R-522834 1002-712
☐ CERTIFIED SURVEY MAP	

Date Recorded: 9/25/2007	2007R-516506 9-207

a Ownership	Updated: 3/26/201	
CTDLLC	ASHI AND W	

Billing Address:	Mailing Address:	
CTDLLC	CTDLLC	
28190 STATE HWY 137	28190 STATE HWY 137	
ASHLAND WI 54806	ASHLAND WI 54806	

Site Address * indicates Private Road		
9838 TEEPEE TRL		IRON RIVER 54847

Property Assessment		Updated: 7/30/2021	
2021 Assessment Detail			
Code	Acres	Land	Imp.
G1-RESIDENTIAL	1.000	188,100	118,300
2-Year Comparison	2020	2021	Change
Land:	188,100	188,100	0.0%
Improved:	313,300	118,300	-62.2%
Total:	501,400	306,400	-38.9%

Property History		
Parent Properties	Tax ID	
04-024-2-47-08-33-1 00-207-39000	20337	
04-024-2-47-08-33-1 00-207-40000	20338	
04-024-2-47-08-33-1 00-207-41000	20339	

34995	This Parcel	Parents •	Children
Tax ID:	20337 Pin: 04-024-2-47		Leg. Pin: 024112507000
			Leg. Pin: 024112508000
Tax ID:	20339 Pin: 04-024-2-47	7-08-33-1 00-207-41000	Leg. Pin: 024112509000
HISTORY	Expand All History	White=Current Parce	ls Pink=Retired Parcels

eal Estate Bayfield County Property Listing

to State 1/28/2022 W

Town, City, Village, State or Federal Permits May Also Be Required

SHORELAND

LAND USE - X

SANITARY -

SIGN -

SPECIAL -

CONDITIONAL -

BOA -

BAYFIELD COUNTY PERMIT

WEATHERIZE AND POST THIS PERMIT ON THE PREMISES DURING CONSTUCTION

No.	22-0267	,	Issue	Issued To: CTD LLC									
Location:	1/4	of	1/4	Section	33	Township	47	N.	Range	8	W.	Town of	Iron River
Gov't Lot In V. 9 P. 2	08	Lo	3	Block		Subdivision				CSM# 1563			

Residential Structure in R-1 zoning district

(Disclaimer): Any future expansions or development would require additional permitting.

Condition(s):

Build as Proposed. Must meet and maintain setbacks including eaves and overhangs. No Pressurized water allowed in structure unless a sanitary permit is required prior. State/Town/DNR permits may be required. A Uniform Dwelling Code (UDC) Permit from the locally contracted UDC Inspection Agency must be obtained prior to the start of construction.

You are responsible for complying with state and federal laws concerning construction near or on wetlands, lakes, and streams. Wetlands that are not associated with open water can be difficult to identify. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information, visit the department of natural resources wetlands identification web page or contact a department of natural resources service center (715) 685-2900.

NOTE: This permit expires one year from date of issuance if the authorized construction work or land use has not begun.

Changes in plans or specifications shall not be made without obtaining approval. This permit may be void or revoked if any of the application information is found to have been misrepresented, erroneous, or incomplete.

This permit may be void or revoked if any performance conditions are not completed or if any prohibitory conditions are violated.

Tracy Pooler, AZA

Authorized Issuing Official

October 5, 2022

Date